

Offsite Dynamic Data Storage Terms of Service

Updated: April 8, 2014

These terms of service ("Terms") cover your use and access to the Offsite Dynamic Date Storage service ("ODDS") provided by FedComp, Inc. By using our Services, you're agreeing to be bound by these Terms.

Your Backup, Your Permission

When you use ODDS you provide us with a backup of your FedComp system. This backup is yours. These Terms don't give us any rights to your backup or the data contained within it.

When you send us your backup, we move it from the site where you upload it to an offsite data folder. We need your permission to put it back on the site and will only do so at your request (e.g., for testing of your disaster recovery policy).

Your Responsibilities

You are responsible for testing your backups. We will store the five most recently uploaded backups to our server. Keep in mind that a successful upload does not always mean that the backup is valid, just that the backup file was successfully received. We will notify you via email when a file is received. We will also notify you when we know that there was an issue with your upload, and when the file has been successfully uploaded. If you change your email address, you must notify us of the change asap.

In order to test your offsite backup, you may schedule one annual test with FedComp to ensure that your offsite backups are working properly. Requests for testing must be done during normal business hours and must be requested at least two business days in advance. Please remember that offsite backups are an important component of a Disaster Recovery plan, but they are not the only component. Be sure to test your local backups as well.

Our Responsibilities

Service. FedComp maintains a site that allows you to seamlessly upload your backups to an offsite location. FedComp secures this server and makes sure that all uploads are moved offline immediately after the upload completes so nobody can connect to the site later and have access to your backups. While we strive to keep this site online 24/7, there are many variables that are beyond our control that may limit your access to it (most notably, interruption in Internet access).

Once a year, FedComp will provide you access to a previously uploaded file in order to test an offsite backup. In the event of an emergency requiring you to get the latest backup due to an unforeseen issue, FedComp will provide you with a backup within two hours of notifying us.

Billing. The ODDS service is billed annually. The amount of the service is included with your annual support payment for the FedComp system.

Changes. Any changes in the amount of this service will be included in your annual support payment and will be explained when you receive that bill.

Termination

You're free to stop using our Services at any time. Contact us via email or call our Tech Support Department to let us know and we will update your support amount, disable your account on the ODDS server, and delete all backups stored on it.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, FEDCOMP AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states don't allow the disclaimers in this paragraph, so they may not apply to you.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FEDCOMP, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT FEDCOMP HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO FEDCOMP FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION. Some states don't allow the types of limitations in this paragraph, so they may not apply to you.

Controlling Law

These Terms will be governed by Virginia law except for its conflicts of laws principles.

Entire Agreement

These Terms constitute the entire agreement between you and FedComp with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

Waiver, Severability & Assignment

FedComp's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void.

Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.